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9 CIGNA CORPORATION; LIFE INSURANCE
10 COMPANY OF NORTH AMERICA

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 SEAGATE US LLC,

14 Plaintiff,

15 v.

16 CIGNA CORPORATION; LIFE
17 INSURANCE COMPANY OF NORTH
18 AMERICA,

19 Defendants.

Case No. C05-04272 PVT

**STIPULATION FOR DISMISSAL
WITH PREJUDICE**

F.R.Civ.P. 41(a); CAND Local Rule 7-12

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1 WHEREAS, the parties have resolved this matter through settlement and reduced
2 that agreement to a writing executed in or about June 2006 (the "Settlement
3 Agreement"); and

4 WHEREAS, the Settlement Agreement provides that the Court shall retain
5 jurisdiction to enforce the terms of the Settlement Agreement;

6 THE PARTIES THEREFORE stipulate and request that this Court enter dismissal
7 of this action, in its entirety, with prejudice and retaining jurisdiction only to enforce the
8 terms of the Settlement Agreement.

9 Dated: June 27, 2006

DRINKER BIDDLE & REATH LLP

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S. FEY EPLING

12 Attorneys for Defendants
13 CIGNA CORPORATION; LIFE
14 INSURANCE COMPANY OF NORTH
AMERICA

15 Dated: June 30, 2006

THELEN REID & PRIEST LLP

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18 CHARLES M. DYKE

19 Attorneys for Plaintiff
20 SEAGATE US LLC

21 **ORDER**

22 The parties having so stipulated, and good cause appearing therefor, it is hereby
23 ordered that this matter be dismissed with prejudice and that the Court shall retain
24 jurisdiction only to enforce the terms of the Settlement Agreement.

25 Dated: 8/24/06

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27 HON. PATRICIA V. TRUMBULL
28 MAGISTRATE JUDGE
UNITED STATES DISTRICT COURT